

FA-064010407S : SUPERIOR COURT
CRUM, RANDI : JD STAMFORD/NORWALK
VS : AT STAMFORD
CRUM, RALPH : May 12, 2008

B E F O R E:

HONORABLE DENNIS HARRIGAN, JUDGE

A P P E A R A N C E S:

REPRESENTING THE PLAINTIFF:

JACQUELINE CONLON, ESQ.

REPRESENTING THE DEFENDANT:

HELEN BRUNO, ESQ.

LISA FRANCHINA
COURT RECORDING MONITOR



1 THE COURT: All right. Crum. Motion for
2 Articulation and Clarification filed by attorney
3 Bruno. All right. Are there two items?

4 MS. BRUNO: Two different motions, Your
5 Honor.

6 THE COURT: Oh. Which one do you want to
7 take up first.

8 MS. BRUNO: Your Honor, I'll take up the
9 -- the alimony one first, Your Honor.

10 THE COURT: All right. Is that all right
11 with you, counsel?

12 MS. CONLON: That's absolutely fine, Your
13 Honor.

14 THE COURT: All right. Go ahead.

15 MS. BRUNO: Your Honor, as I said in
16 Motion, you ordered \$12,000 monthly payment of
17 unallocated alimony and child support. The next
18 sentence was, the order is fully modifiable as to
19 amount or term.

20 On the defendant's -- my client's financial
21 affidavit, Your Honor, he's showing zero for
22 income. So, although, you listed in the
23 Memorandum of Decision, what he made over the
24 years, I -- I don't think you found any actual
25 earning capacity for him.

26 THE COURT: That's it?

27 MS. BRUNO: Yes, that's it, Your Honor,

1 because if -- if the order is fully modifiable as
2 to term and amount and his financial affidavit is
3 showing zero. So, if you don't find an earning
4 capacity then that sentence really doesn't make
5 any sense because how can you modify from zero.
6 If he's making zero -- if he makes a hundred
7 dollars a year -- do -- do you know what I mean,
8 Your Honor?

9 THE COURT: I -- I think I do. He's the
10 doctor that went down to Texas?

11 MS. BRUNO: Correct, Your Honor.

12 MS. CONLON: Yes, Your Honor.

13 THE COURT: And he's in the middle of
14 constructing a clinic and hiring associates and
15 many, many other things.

16 MS. BRUNO: Yes, Your Honor.

17 THE COURT: And he --

18 MS. CONLON: Yes, Your Honor.

19 THE COURT: -- suspended his office, or,
20 closed it here in Connecticut. The reason why I
21 cited his prior years in Connecticut was to
22 demonstrate his earning capacity.

23 MS. BRUNO: But, Your Honor, I'm just
24 asking, if you would, to find an actual earning
25 capacity so if there's anything that could be
26 modifiable, we can have something to deal with
27 rather than zero.

1 THE COURT: Well, why -- dealing with
2 zero on an earning capacity, counsel, that's why
3 I cited his career here in Connecticut and what
4 he made year after year here in Connecticut.

5 MS. BRUNO: So --

6 THE COURT: -- That demonstrates his
7 capacity.

8 MS. BRUNO: So, Your Honor, then you
9 would -- you would foresee just taking some kind
10 of an average of those figures to be his earning
11 capacity?

12 THE COURT: Do whatever you want. That's
13 what it mean, counsel. That -- those are his
14 earning -- that was his demonstrated earning
15 capacity. What do you say?

16 MS. CONLON: I read Your Honor's decision
17 and understood Your Honor's decision that the
18 \$12,000 a month was based on his earning capacity
19 as I had argued in my closing argument. I didn't
20 have a problem.

21 MS. BRUNO: Okay, Your Honor, there's
22 another Motion. Your Honor found -- this is
23 personal property, Your Honor. Your Honor found
24 as defendant's assets arts, antiques and
25 sculptures worth \$80,000. And you said that he
26 can retain his -- his -- his personal property.

27 But, then you also found that the plaintiff

1 shall retain all remaining assets in her name as
2 her sole property as well as the contents of the
3 Weston home. While the arts, antiques and
4 sculptures are in the Weston home. So, I think
5 it's unclear to me as to who owns ---

6 THE COURT: -- Yeah.

7 MS. BRUNO: -- the arts, antiques and
8 sculptures.

9 THE COURT: Well . . .

10 MS. CONLON: Your Honor, after reading
11 your decision it was clear to me that paragraph
12 six, the defendant shall retain all remaining
13 assets in his name as his sole property and shall
14 be so responsible for the debt listed on his
15 financial affidavit meant his retirement
16 accounts, his bank account; it didn't mean the
17 property in the marital home.

18 Because paragraph five, the Court said, the
19 plaintiff shall retain all remaining assets in
20 her name as the sole property as well as the
21 contents of the Weston home. And she shall be
22 solely responsible for the debts listed on her
23 financial affidavit. That's clear, Your Honor.

24 There's nowhere in this decision where you
25 found that he owned assets in terms of
26 furnishings or antiques in the amount of \$80,000.
27 That was on his financial affidavit but Your

1 Honor didn't find that. And pursuant to Statute
2 you're allowed to give to either party the assets
3 of the other. I just thought that's what you
4 did.

5 THE COURT: Let me -- let me look at what
6 I wrote.

7 MS. BRUNO: It's page three, Your Honor.
8 The second paragraph of your Memo of Decision.

9 THE COURT: Page three?

10 MS. BRUNO: Yes, Your Honor, of your --

11 THE COURT: I don't see it.

12 MS. BRUNO: If I may, Your Honor.

13 THE COURT: Pardon? I don't understand
14 page three.

15 MS. BRUNO: Your Honor, if I have -- I
16 have your Memorandum.

17 THE COURT: Well, we have the original.

18 MS. BRUNO: May I see the original
19 because the copy I have, it's clearly on page
20 three.

21 THE COURT: Page three. What's on page
22 three. Page three of the Memorandum?

23 MS. BRUNO: Of your Memorandum, Your
24 Honor. The second paragraph, defendant lists the
25 same value for the real property. The
26 defendant's remaining assets as listed are.

27 THE COURT: Yeah, the defendant's

1 remaining assets are listed as. All right.

2 Okay.

3 MS. BRUNO: And Your Honor, I believe --
4 what the -- the problem that I was having, Your
5 Honor, is that these -- these -- these things are
6 in the Weston house.

7 THE COURT: Yes.

8 MS. BRUNO: So, if he --- if your -- if
9 your listing it as his assets and you're giving
10 to him his assets, it appears that the -- that
11 this is divided -- you're giving it both to the
12 husband and to the wife. That's what concerns
13 me, Your Honor.

14 THE COURT: Well, I thought when you said
15 remaining assets maybe it's too subtle. Because
16 the way you're reading it, you're reading it, the
17 defendant shall retain all assets in his name.
18 You're not giving any meaning to the word
19 remaining.

20 MS. BRUNO: But, Your Honor, it may be my
21 misapprehension. But, it seems to me, if you're
22 listing the defendant's remaining assets are
23 listed as. And then we go down to --

24 THE COURT: -- No, no, what do you mean
25 remaining? I'm looking at paragraph six of the
26 orders which is on page six. The defendant shall
27 retain all remaining assets in his name.

1 MS. BRUNO: The exact words that you
2 used, Your Honor, on -- on both page three and
3 page six, are remaining assets are listed. The
4 defendant shall retain all remaining assets.

5 THE COURT: What are you talking about
6 page three?

7 MS. BRUNO: The page that we just talked
8 about, Your Honor, where you listed his remaining
9 assets.

10 THE COURT: Yes.

11 MS. BRUNO: Okay. Arts, antiques and
12 sculpture. And then on page six, you said, the
13 defendant shall retain all remaining assets in
14 his name.

15 THE COURT: But, the remaining in page
16 three is in a different context. The remaining
17 that is left in page three was after I enumerated
18 some real estate and some cash items or some
19 liquid items. No?

20 MS. BRUNO: Your Honor, if that's the way
21 you see it, that's fine.

22 THE COURT: Well -- I mean --

23 MS. BRUNO: I -- I don't read it the same
24 way, Your Honor. But, that's why I asked for a
25 clarification.

26 THE COURT: Well, I suppose I can write
27 it. I mean, I -- if it's not that clear I can

1 make it more clear. But, that was what I
2 intended.

3 MS. BRUNO: Could you write it, Your
4 Honor.

5 THE COURT: I will.

6 MS. BRUNO: Thank you.

7 THE COURT: I will because -- I will.

8 MS. BRUNO: Thank you, Your Honor.

9 THE COURT: I don't -- I mean, I don't
10 think the other Motion needs an articulation
11 about the earning capacity. But, I'll take the
12 papers on both.

13 MS. BRUNO: Thank you.

14 THE COURT: Let me --

15 MS. CONLON: Thank you, Your Honor.

16 THE COURT: Let me think about it. But,
17 it's a wise lawyer that doesn't have anything to
18 say when it's not necessary.

19 MS. BRUNO: That's right, Your Honor.

20 THE COURT: Okay.

21 MS. CONLON: Thank you, Your Honor.

22 THE COURT: All right.

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C E R T I F I C A T I O N

I hereby certify that the foregoing is a true and accurate recorded transcript, to the best of my ability, held in the above-entitled matter heard before the Honorable Dennis Harrigan, Judge at Superior Court in Stamford, Connecticut on the 12th day of May, 2008. Dated the 25th of August, 2008, at Stamford, Connecticut.



LISA FRANCHINA

COURT RECORDING MONITOR